9/21/11 10:52:46 DK T BK 3,343 PG 751 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Prepared by: Morris & Associates 2309 Oliver Road

Monroe, Louisiana 71201 Telephone: 318-330-9020 Michael Jedynak Bar# 103014 Return To: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020

SUBSTITUTION OF TRUSTEE

Lot 1, Cherokee Meadows, Phase 1, Sec. 31, T1S, R6W, Plat Book 61, Page 37, Desoto Co., MS

STATE OF MISSISSIPPI COUNTY OF DeSoto

Grantor:
Consumer Solutions 3, LLC
2309 Oliver Road
Monroe LA 71201
318-330-9020
Grantee:
Michael Jedynak
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 26th day of January, 2006 and acknowledged on the 26th day of January, 2006, David W. Saucier and wife, Susan M. Saucier executed a Deed of Trust to First National Financial Title Services, Inc., Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Wilmington Finance, a division of AIG Federal Savings Bank beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2404 at Page 727; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Michael Jedynak, as Trustee, the said Michael Jedynak, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

Consumer Solutions 3, LLC

F11-0470

STATE OF Florida COUNTY OF HILLS BOTOUS

on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

MY COMMISSION EXPIRES:

VELEKA REGINA WHITE NOTARY PUBLIC STATE OF FLORIDA Comm# EE052487 Expires 1/4/2015

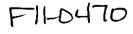
LIMITED POWER OF ATTORNEY

CONSUMER SOLUTIONS 3, LLC, a Delaware limited liability company ("Consumer Solutions"), hereby appoints, as of March 17, 2011, QUANTUM SERVICING CORPORATION, a Delaware corporation ("Quantum"), as its true and lawful attorney-in-fact to act in the name, place and stead of Consumer Solutions for the purposes set forth below. This Limited Power of Attorney is granted in connection with that certain Flow Servicing Agreement dated as of March 17, 2011, by and between Consumer Solutions, as owner, and Quantum, as servicer (as amended, restated, supplemented or otherwise modified from time to time, the "Flow Servicing Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Flow Servicing Agreement.

NOW, THEREFORE, for the purpose of carrying out the terms of the Flow Servicing Agreement, to take any and all appropriate action in connection therewith and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes thereof, Consumer Solutions hereby grants, for the following, and only for the following, purposes, Quantum the power and right, on behalf of Consumer Solutions, without assent by Consumer Solutions to:

- (i) in the name of Consumer Solutions or in its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments, for the payment of money due in connection with any Asset and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Quantum for the purpose of collecting or realizing upon any Asset;
- (ii) to direct any party liable for any payment under any Asset to make payment of any and all monies due or to become due thereunder directly to Quantum or as Quantum shall direct;
- (iii) to ask or demand for, collect, receive payment of and receipt for, any and all monies, claims and other amounts due or to become due at any time in respect of, or arising out of, any Asset;
- (iv) to sign and endorse any invoices, assignments, verifications, notices and other documents in connection with any Asset;
- (v) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect any Asset and to enforce any right and respect of any Asset;
- (vi) to defend any suit, action or proceeding brought against Consumer Solutions with respect to any Asset;
- (vii) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as to any Asset as Quantum may deem appropriate; and

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(viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Assets as fully and completely as though Quantum were the absolute owner thereof for all purposes, and to do all other things which Quantum deems necessary to protect, preserve or realize upon any Asset, all as fully and effectively as Consumer Solutions might do.

Consumer Solutions hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof.

Signature page follows

IN WITNESS WHEREOF, the undersigned has executed this Limited Power of Attorney as of the date first written above.

By:

Name: Jody A. Gunderson
Title: Vice President and Chief Operating
Officer

Witnessed:

Name: Kim McIntyre

Witnessed:

By:

Name: Sulaine Pedersen

SS.:

On the _____ day of March, 2011, before me the undersigned, personally appeared <u>Jody A. Gunderson</u>, <u>Kim McIntyre</u> and <u>Sulaine Pedersen</u> known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals or the persons upon behalf of which the individuals acted, executed the instrument.

Witness my official signature and seal.

My commission expires: January 31, 2016

Name: (V) (() Sandi F. Sicheneder Notary Public

SANDI F SICHENEDER
Notery Public
State of Minnesota
My Commission Expires
January 31, 2016

State of Minnesota

County of Carver

Signature Page to Limited Power of Attorney

QUANTUM SERVICING CORPORATION

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

October 5, 2010

Under and in accordance with Section 141(f) of the Delaware General Corporation Law and the bylaws of the Corporation, the undersigned, being all of the directors of Quantum Servicing Corporation, a Delaware corporation (the "Corporation"), do hereby take and consent to the taking of the following actions as of the date above written as though said actions had been taken at a meeting of the board of directors duly called and held, at which a quorum was present and acting throughout:

RESOLVED:

That the number of directors constituting the board of directors of the

Corporation shall be three (3).

RESOLVED:

That the following named individuals be, and they hereby are, authorized to execute and deliver on behalf of the Corporation, documents in the ordinary course of servicing, including but not limited to legally required foreclosure and deed-related documents.

Christine Sahyers – Foreclosure Manager April Kennedy – Bankruptcy Manager Douglas Greer – Foreclosure Specialist John Gonzalez – Foreclosure Specialist Natalia Moreno – Foreclosure Specialist

RESOLVED:

That this consent may be executed in separate counterparts with separate signature pages (telecopied or otherwise), all of which when

taken together shall constitute one instrument.

RESOLVED:

To direct that this consent be filed with the records of meetings of the

directors.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date set forth above.

Scott Conradson

Curtis Rethwisch

Steven L. Cohen

[Signature Page to Quantum Servicing Corporation Board Consent - Blection of Officers]